

THE
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“MULTORUM MANIBUS GRANDE LEVATUR ONUS,”—*Ovid.*

Rowley *aliàs* Wittenham.

By the Rev. Canon J. E. JACKSON, F.S.A.

STUDENTS of Wiltshire Topography, turning over the pages of the Public or other Records, in search of material for parochial history, may have met with “Wittenham” or “Rowley,” sometimes “Rowley *aliàs* Wittenham” or “Wittenham *aliàs* Rowley,” as the name of one of the parishes in the county. They will not have found it on any county map; nevertheless, such a parish there once was. It had also a church, and an Incumbent and churchwardens who duly answered to their names and paid their fees at the Bishop of Salisbury’s Visitation. But neither episcopal muster-rolls nor county lists, any more than the maps, know anything now of Rowley *aliàs* Wittenham.

The reason is, that more than 400 years ago, it was, as a church, legally and with consent of all parties, annexed to an adjoining church, not in Wilts but in Somerset, viz., that of Farley-Hungerford (better known as Farley Castle), in the diocese of Bath and Wells. It is owing to this circumstance that the parish of Farley lies, as it does, in two counties.

The annexation of two churches in one and the same county and diocese is not an uncommon act: but that of two lying in different counties and dioceses is so extremely rare, that it seems to deserve a little notice: especially when, as in the present instance, we are able to produce the document by which the annexation was legally and canonically made.

The ruins of Farley Castle, about three miles west of Bradford-on-Avon, stand on a hill, upon the very eastern verge of the county

of Somerset. Below, and within a stone's throw from the Castle, runs the river Frome dividing Somerset from Wilts. On going down the hill and crossing the county bridge into Wiltshire, you immediately set foot upon the ancient parish of Rowley *aliàs* Wittenham. This continues, for a considerable distance, both forwards towards Westwood and Bradford along a lane still called Rowley Lane, and also along the road to the right hand, in the direction of Winfield and Trowbridge.

The name of Wittenham is not now to be met with anywhere in the district: but it (and not Rowley) is the name of the parish given in the oldest authorities.

There are two Charters; one of A.D. 987, (being No. 658 in the Codex Diplomaticus,) and the other of A.D. 1001, (printed in this Magazine, vol. v., p. 20,) from which it would seem not unlikely, yet not certain, that Wittenham meant the lands that lie along the river, on the Wiltshire side, between Farley Bridge and Iford.

It is mentioned next in Domesday Book, as "Withenham" only, and assessed at 5 Hides, implying a tract of considerable extent. "Wyt'nam" is again named in the "Nomina Villarum," A.D. 1315, as a "Vill" in the Hundred of Bradford.

The name of Rowley, on the other hand, is still preserved, and is given to a large portion of the higher ground rising eastward from the river Frome, and to many detached fields now scattered about the parish of Winfield. The name means perhaps Rough Lea; either from the inferior quality of soil, or from its having been for a long time, forest imperfectly cleared. In an old Selwood Forest document of A.D. 1320, at Longleat, which gives the names of all the vills, lands and woods that were included in that Forest before *temp.* Edward I. (showing that it extended as far as Bradford-on-Avon), "Winfield, *Witenham*, Trowle, Westwood and *Roule*," are mentioned. In an Inquisition 9 Edw. IV., (1470) Wittenham and Rowley are named distinctly as two manors: "the manor of Wittenham worth 5 marks a year held of the Lord Zouche: and the manor of Rowley worth 40 shillings a year, holden of the Abbess of Shaftesbury" (Lady of the Hundred of Bradford). Here are clearly two separate properties held under different superiors: but a church

built in old times for the accommodation of both, would, on the spot and in the neighbourhood, naturally obtain the name of the particular manor on which it stood. The registers of Sarum call it in the earliest entry, A.D. 1299, "*Ecclesia Wyttenham*:" in subsequent entries, "*Wyttenham aliàs Rowley*." Being built, as by tradition it is said to have been, on Rowley, this name prevailed, and the other has been lost altogether.

From what we know of the lands that still bear the name of Rowley, and which lie very much scattered, it would seem that (speaking broadly) the "*Withenham*" of Domesday represented the greater part of the following area. From Stowford by the river to Iford, thence in an easterly direction, but in a broken line, along Westwood parish boundary as far as, and even a little farther than, the cross-roads (between Bradford and Winfield) called "*Dainton's Grave*:" then, southerly, to the present Winfield Manor House, and thence back by the present public road to Stowford. On a large county map such as Andrews and Dury's a general idea of this area is easily obtained. This will explain what is otherwise difficult to understand, how "*Withenham*" could have been assessed for 5 hides in Domesday Book. The area just described is now occupied by land belonging to the parishes, chiefly of Farley and Winfield, between which the ancient lands of Rowley have been divided: but it includes also some fields of Westwood, and one or two pieces of Bradford parish, all of which it is certain from authentic documents were once part of Rowley.

DESCENT OF THE MANOR.

Treating the two manors as one estate, their Saxon owner's name in the time of Edward the Confessor was Alvet. At the Conquest it was given to Geoffrey de Sancto Laudo (or St. Lo) Bishop of Coutances, in Lower Normandy. This foreign ecclesiastic had many manors in Co. Somerset; among them, Newton near Bath, which still retains the name of his family. He evidently planted his Norman kindred in this part of England: for in Edward I. Rowley was held by William St. Lo. (T. de N.) A few deeds of ancient conveyance have been met with: and in the oldest, (not

dated, but from the witnesses' names apparently of about Edw. I.) Roger de St. Lo was then owner. He parted with a small portion in "Rueleia," viz., a manse, a virgate of land, and pannage for swine in Wittenham Wood," to one Walter Brutun of Henton Charterhouse whose son, John Brutun, settled it on his daughter Katharine upon her marriage with Roger Hamund, of Shockerwick, near Bath. Thomas Hamund his son was owner in 1306. About the year 1427 it was purchased, under the name of "Hamund's lands," by Walter Lord Hungerford, K.G., of Farley Castle.

The manor and advowson passed out of the St. Lo family to George Cantilupe, Baron of Bergavenny, who, dying 1272 without issue, left it to one of his sisters, Milicent, wife of Eudo de Zouche. Elena, daughter of Alan de Zouche, married Nicholas St. Maur, who presented to the Church of Wyttenham aliàs Rowley in A.D. 1299. He was of the elder House of St. Maur, and owner of the manor of Road, Co. Somerset, a few miles off. Under the manor of Rowley were held several small outlying properties in various parishes, paying chief or quit rents: as at Ashley and Rudlow in Box, the town of Bradford, Bradford Lye, Woolley, and Avoncliff, in Wilts: and at Tellisford and Road in Somerset. In the last mentioned parish the name of Wittenham survived longer than any where else, slightly corrupted into "Little *Wigenham*," or "Road *Wygnam* by the water-side." At Shawford Mill, near Wolverton and Road, there was also land called "Wolverton's *Wygnam*." These grounds are so named in 1562 in an old rent roll of the Hungerford family, as copyholds of the manor of Rowley aliàs Wittenham, granted by George Lord Zouche, St. Maur, and Cantilupe. At Tellisford there were admissions by the steward of the same manor so late as 1704. This explains why Rowley manor is sometimes described as "in the counties of Somerset and Wilts."

Rowley remained in the St. Maur family from 1299 to 1410, when it came back to the Zouches, by the marriage of Alice St. Maur, an heiress, with Sir William Zouche, afterwards fifth Baron Zouche of Harringworth.

In 1427 Lord Zouche being indebted to Walter Lord Hungerford, K.G., in a sum of 250 marks for "merchandize," on a further

receipt of 200 marks, transferred to Lord Hungerford the manor and advowson of Rowley. The deeds completing the transaction are dated "at Rowlegh *aliàs* Witnam," the Feast of the Nativity of St. John, 7 Hen. VI., and six years afterwards, viz., in 13 Hen. VI., John de St. Maur Esq. (nearest of kin to the old owners) released in the usual way, any rights he might have in the Manor of Wytnam, "otherwise called" the Manor of Rowlegh. Lord Hungerford at the same time obtained a few acres in "Rowley Field near Yforde" (Iford), held of the Prior and Convent of St. Swithin's, Winchester (this would be part of Westwood); and a small portion of land, also in the same field, held under the Prior of Henton Charterhouse.

This purchase was all-important to Lord Hungerford, then busy in finishing, at Farley, the castle which his father, Sir Thomas, had begun. For his own parish (Farley) being behind the castle, on the western side, the principal view from his new windows would be over the lands of Wittenham and Rowley. The castle park also lay that way extending for about a mile as far as Iford, and divided into two by the river. Part of Rowley *aliàs* Wittenham and the lands obtained from the two Priors above-mentioned, formed the Wiltshire side: and these (it is believed) are the lands which are now known as the "Wiltshire Park Farm."

In 1555 (2 and 3 Phil. and Mary), Sir Walter Hungerford (a descendant) and Agnes, his wife, leased Rowley Farm to Christopher Bayly, for 40 years ensuing after the death of Elizabeth Lady Throckmorton, then wife of Sir Robert Throckmorton, widow of a former Sir Walter Hungerford. Christopher Bayly married Matilda, daughter of Thomas Horton, Esq., of Iford, and after his decease she re-married Walter Bush who was occupier of Rowley Farm in 1583. It is described as lying in Rowley, Stowford, Westwood, Iford and the Moors (believed to be between Midway Farm and Trowle Common). Rebecca Bayly, granddaughter of Christopher by his wife Matilda Horton, was an heiress. She married, first Henry Long, Esq., of Whaddon, who died 1612: secondly, Henry Sherfield, of Salisbury, M.P.¹ There are some fields (titheable to

¹ The celebrated Recorder of that city, who in order to show his dislike of the architectural decorations countenanced by Archbishop Laud, and on the plea

Farley as being parts of Rowley) called the Slow Grounds, not far from Winfield Manor House, which, in a Farley Terrier of 1675 are described "as the inheritance of the Longs, but in the tenure and occupation of Mrs. Shertrin," meaning this Mrs. Sherfield.

In 1583 a survey of Rowley Manor was taken for Sir Walter Hungerford. The lands thrown into the old park, being demesne, are omitted. There appear to have been only two houses on the spot, Rowley Farm-house and a cottage. The farm-house is described as containing "five *fields* whereof two were new builded, a new barn of five fields, and a cutting under the barn in length 3 fields." The lands are called very much by the same names as at present: but there have evidently been many inclosures since, as there were then no less than 37 acres in Stowford Field, and 57 in Westwood Field. Robert Rogers was the only cottager.

It was stated above that of the manor of Rowley were held several properties, of various size, lying at a considerable distance. The following is the list of them given in the survey of 1583:—

FREEHOLDERS doing suit of Court and paying Chief Rents to the Manor of Rowley, 1583.

- In the Parish of THOMAS SNELL, Esq. A House and 37 acres. Chief Rent, £2 0 0 a year. [The same sum was paid in 1777 by Wm. Northey upon grounds then called "late Jessers."] BOX.
 EDMUND LEVERSAGE, Esq., for "Bishop's which was the 4th part of Rudlow Farm." 10s. [In 1777 this was paid by Ambrose Goddard, Esq.]
 WILLIAM LONG: a Rowlease tenement called "Hayes," about 50 acres: Fogbroke, Milcroft, *Widenham* Mead, Mountford-ham, Chapel Field, &c. [Some of this would probably be at Ashley in Box.]
 ANTHONY GROME: For 33 acres, Corbyn's, Fogbroke, Duncroft, &c. [Afterwards Mr. Snell's.]

COPYHOLDERS of Rowley Manor, 1583.

In Co. Wilts.

- In SOUTH WRAXHALL } THOMAS CROKE, 25 Acres, Wrysall mead, land by
 and ATWORTH. } Donmead-Brook and Elbridge, Tymmeridge, &c.

that the representations were blasphemous and profane, broke to pieces with his staff the stained-glass window in St. Edmund's Church, Salisbury; for which an information was filed against him in the Star Chamber, and he was imprisoned and fined £500.

- ANCLIFF and } JOHN HENDY, about 30 Acres. [Afterwards R. Dyke's
WINSLEY FIELDS. } and bought by James Druce of Bradford, clothier.]
" ROBERT GRANT. A Fulling Mill and Gryst Mill, both under
one "roffe," and Avoncliff weare. [Held in 1609 by one
Erberie, afterwards by John Davison who bought it in
1700 for £197 13s. 0d.]
- BOX. JOHN SHUTE: Rickman's, and common on Kingsdown.
BRADFORD. WILLIAM HOWELL. "A piece of voyde ground, 3 lugges in
length and 2 in breadth, at the other end 16 foot, upon
which plecke is now builded a praty house." [This was
bought in 1700 by Edward Thresher of Bradford for £28.]
- PEPPUT STREET. JOHN JONES, A small piece of voyde ground. [Bought in
1700 by Mr. Barnard.]
[It may be added here from another source, that in 7. Hen.
IV. (1405-6) Walter Lord Hungerford, K.G., of Farley
Castle, purchased of Philip Verdon a messuage in Peput
Street; also some land at Holt and Puddenham, adjoining
Wolvelegh, above Stonehill; all which he gave to his
mother, Joan (Hussey), wife of Sir Thomas Hungerford.]
JOHN PEARCE, a Cottage.
- WOLLEY. WILLIAM WEBBE. 44 Acres.
- HOLT, BRADFORD, }
FRESHFORD MOOR } HENRY BAPSHYR: 32 Acres, Dunsmead, Backerley, Tud-
and PUDDENHAM. } dersley, Pilkmead, &c.
- ATFORD and S. WRAXHALL. CROOKE, and KEEPING, 13 Acres.
- AWBERD'S LYES } HENRY BAPSHUR, 12 Acres, "Burnwell's."
& BRADFORD LYE. } RICHARD HORNE, 38 Acres, Michell's, Pilkmead, Caswell's
in King's Field, Black Acre at King's Cross, Keyneswell,
Wyggemead.

Copyholders of Rowley Manor. 1583.

In Co. Somerset.

- TELLISFORD. THOMAS HIBBARD. Chatley close, &c.
JOHN DRUCE. House and Land in N. and S. Fields.
THOMAS TUCKER, WALTER BUSY (or BISSIE), and HENRY
DEVERELL: messuage and land called Bollings.
GREGORY BEKAR. Little Chatley.
URYLL SWIFT. do.

In 1610 Rowley Farm was held under Francis, Earl of Rutland, for his life, in right of his wife, Cicely, widow of a Sir Edward Hungerford, who died 1607. The tenant at that time was William Walter.

In 1687, on the breaking up of the great Hungerford property through the extravagance of Sir Edward Hungerford, K.B., temp.

Charles II., Rowley (with all the rest of the estates around Farley Castle) was bought by Henry Baynton, Esq., of Spy Park. A few years afterwards, in 1700, the whole was re-sold, out of Chancery. Mr. William Chandler, of Bradford, salter, bought (it is believed) besides the original Iford estate, then very small, so much of Rowley as had been thrown into the old park of Farley Castle, viz., that part which is now called the Wiltshire Park Farm. Mr. Chandler also bought the manorial rights of Rowley, chief rents, &c., above detailed. Many of these chief rents still belonged to the Iford estate when that property was sold by Mr. Turner to John Gaisford, Esq., about 1779. The owner of Iford now claims the manor or reputed manor of Rowley.

Rowley Farm was bought by Mr. Barnard. Before the year 1732 he had sold his purchase to three persons, Mr. Dyke, Mr. Zachary Shrapnell (of Midway), and Mr. Wm. Yerbury. Mr. Yerbury's portion was afterwards bought by Thomas Cooper, Esq., of Winfield, and is now that part of Stowford Farm which lies in the parish of Farley. Rowley Farm-house was taken down many years ago.

CHURCH AND ADVOWSON.

The church was dedicated to St. Nicholas. It had a nave, chancel, and church-yard: and is said, by tradition, to have stood in Rowley Lane, about half-way between Farley and Westwood, at a spot where the lane widens into an open green, still called by some, Holy Green. No traces, however, of foundations have been detected in the lane itself, even in very dry seasons. Just at this point an old pack-horse road from Stowford to Iford crosses Rowley Lane, and in one of the fields at the crossing, a pond and certain traces of buildings, barton and orchard, mark the site of Rowley Farm-house. In another field on the opposite side of Rowley Lane are other indications of buildings. The church may have stood there, but no interments seem to have been met with. The spot is so lonely and the habitations, even in its most populous days, must have been so few, that unless some person of consequence or great piety once lived there, it is strange that a church should have been built at all, the

church of Westwood being not much more than a quarter of a mile off. But Rowley being an independent parish, with a Rector, it was probably thought right that it should have a church of its own.

It appears, from the Act of Annexation to Farley, that Rowley Church was intended to be preserved, the parishioners of Rowley being, by the document, exempted from paying towards the maintenance of the nave of Farley Church, on condition of maintaining their own. Their chancel was to be kept up by the Rector of Farley. All the church ornaments, vestments, &c., of Rowley to remain as they were. Masses to be said three times in the year, viz., on St. Nicholas's Day (6th Dec.), the Nativity of the B.V.M. (Sept. 8th); and on the day of the Dedication of Rowley Church. For all other services and offices they were to attend at Farley. A special arrangement was made for observing in Farley Church the Obit of Lord Hungerford's father, Sir Thomas, who had died, December 3rd, 1398: all the expenses of which were to be borne by the Rector of Farley on the strength of the addition to his income by the benefice of Rowley. Every 2nd December, the eve of the Obit, the Rector was to collect seven priests and say a solemn mass for the dead. On the 3rd a mass by the Rector and seven other masses by the rest, for the souls of Lord Hungerford's father and mother, for his own and his wife's, during their lives, and likewise after their deaths. After which, the seven chaplains were to dine with the Rector and receive 4d. a-piece for their pains. Thirteen poor folk were to attend the masses and to receive one penny each. Two wax tapers, each weighing one pound, were to be kept continually burning during the ceremonies. Failing performance of these injunctions, the Rector was to pay a fine of xx shillings towards the building of Wells Cathedral, and to be suspended from all the emoluments of both churches.

As Rowley Church was only to be made use of three times a-year, it was not likely to be kept up very long, but at what time it was entirely taken away is not known.

The Registers of Sarum have preserved the names of six Rectors of Wittenham *aliàs* Rowley, viz.:—

A.D.		Rector.	Patron.
1299	Ecclesia Wyttenham	Richard de Pulton	Nicholas de St. Maur, Kt.
1363	E. Witham aliàs Rowle	John Benet	The King: for the heirs of Nicholas St. Maur, dec ^d .
—	„ „	Roger Holford	„ „
1409	E. Wyttenham Roly } in Archdiac Sarum }	John Corbyn, vice R. H.	The King, for the heir of Sir Richard St. Maur.
1410	E. Wittenham Rowly	John Fenton, v. Corbyn	The same for the same.
1419	E. Wittenham Rowely	Richard Cyddeleygh } on resign: of J. }	The King.
1421	„ „	Fenton [Name not given]	„ „

In the *Valor Eccles.* H. viij., a “Portion of viij pence per annum” is entered as payable to the Dean and Chapter of Sarum from the church of Rowley: and from lands at Rewleigh juxtá Farlegh 14^s. a-year was paid to the Priory of Henton Charter-house. The Rector of Rowley had been used also to pay 6^s. 8^d. a-year to the Abbey of Shaftesbury “pro capitulo reddendo,” which payment at the time of the Val. Eccl. (1534) continued to be paid by the Rector of Farley.

Besides the names of residents at Rowley already given, there are in the parish registers of Farley the following entries of two families, Heale and Sargent:—

HEALE OF ROWLEY.

Roger Heale = Abigail.
of Rowley in the
Tithing of Winkfield.
Bur. at Farley, 3 Feb.
1696.

John Heale.	Mary Heale.	Barbara Heale.	Elizabeth Heale.	Anne Heale.
Bapt. at Farley,	Bapt. at Far.,	Bap. at Far.,	Bapt. at F.,	Bapt at F.,
23 July, 1693.	14 Sept., 1675.	18 March, 1680.	23 Dec., 1683.	27 Oct., 1695.

SARGENT OF ROWLEY.

Henry Sargent = Mary.
of Rowley. Died
1 May, 1697.

Henry Sargent, Jr.
of Rowley. Died
5 May, 1697.

Enoch Sargent.
D. 16 April, 1697.

Jane, dau. of Joseph and Jane Sargent of Rowley, born 20th, bur. 24th Jan., 1700.

From the union of the two parishes described above, a great deal of confusion has continually arisen. The parish of Rowley being in Co. Wilts, has been for civil purposes associated with adjoining Wiltshire parishes. In 1439 "Westwood and Roughley" were returned as one tithing (*suprá* p. 118). In 1568 "Trowle and Rowley" are called one tithing (*Muster Roll*). In 1569, "Rowley, Trowle and Winfield" go together and provide one tithingman (*Subsidy Roll*). In the old Court Rolls of Bradford Manor, "Winfield and Rowley." Some lands, again, called Rowley pay rates to Winfield parish, others called Rowley, to Farley parish. Still greater the confusion in matters "spiritual." The old church terriers of Farley show that in 1675 many acres of land lying in and intermingled with the lands of other parishes, Westwood, Bradford and Winfield, were nevertheless lands of the parish of, and titheable to, Farley. All these had been undoubtedly part of Rowley parish, added to Farley by the "Annexation," but through uncertainty or neglect, they have been lost to Farley parish. The glebe lands also of the old parish of Rowley have been a fruitful source of difficulty; even those which belong, without any sort of doubt, to the Rector of Farley, nevertheless lie scattered all over Winfield; and about sixty years ago, there was an expensive litigation necessary to establish rights. As to the tithes: there are some fields in Winfield, rateable to that parish, but paying tithe to Farley. In some instances, one and the same field pays one moiety to one Rector, the other moiety to the other. At the Tithe Commutation in 1838, all these matters were, at great trouble and expense, investigated and settled; but fresh comers into the parish of Winfield are sometimes not a little puzzled to understand why they are called upon to pay rent-charge in lieu of tithes, not only to their own clergyman, but to the incumbent of another parish in a different diocese. The example set by Walter Lord Hungerford, K.G., temp. Hen. VI., in uniting and annexing a church in one county and diocese, with a church in a different county and diocese, is one which Patrons, Bishops and Rectors, as they love parochial simplicity and peace, will do wisely—never to follow.

The following document is therefore presented, not as containing

a precedent to be adopted, but only as a very curious legal instrument, probably unique of its kind, among Records relating to the County of Wilts.

ACT OF UNION AND ANNEXATION
OF THE TWO CHURCHES OF

FARLEY HUNGERFORD IN THE DIOCESE OF BATH AND WELLS
AND

ROWLEY *aliàs* WITTENHAM IN THE DIOCESE OF SARUM.¹

24 November, A.D. 1428.

To all the faithful in Christ unto whom these present letters shall come and whom either now or hereafter the matters herein written may in any wise concerne: JOHN by Divine permission BISHOP OF BATH AND WELLS,² Greeting, &c.

BE it known to all by these presents that we have lately received from our Reverend Brother ROBERT by the grace of God LORD BISHOP OF SARUM³ certain Letters sealed with his seal directed unto us, and presented on behalf of the Noble and Puissant Lord, The LORD WALTER HUNGERFORD, LORD OF HAYTESBURY AND HOMET and Patron of the Parish Churches of FARLEY HUNGERFORD in our Diocese, and of ROWLEY *aliàs* WITTENHAM in the Diocese of Sarum: whereof the tenor is as follows:—

“To The Reverend Father and Lord in Christ, the Lord JOHN by the grace of God BISHOP OF BATH AND WELLS, ROBERT by Divine permission BISHOP OF SARUM, Health and continual increase of sincere love.

¹ The Latin document, here translated, was discovered in the fine Cartulary of the Hungerford family, (containing copies of more than 1300 deeds,) in the possession of the late Rt. Hon. Henry Hobhouse, of Hadsden, near Bruton, Co. Somerset, who many years ago kindly placed the volume at the present writer's service for a considerable time.

² John Stafford, appointed to Bath and Wells, 12th May, 1425. Translated to Canterbury, 1443. It may be mentioned here, that Archbishop Stafford is believed to have been born a few miles from Farley Castle, in the parish of North Bradley, at Southwick Court, which then belonged to his family. In North Bradley Church (attached to the North side) is a pretty little mortuary chapel, erected by the archbishop in memory of his mother Emma, buried there.

³ Robert Neville, appointed Bishop of Salisbury in A.D. 1427.

“On the part of the Noble Lord, the LORD WALTER HUNGERFORD, LORD OF HAYTESBURY AND HOMET, and Patron of the Church of ROWLEY *aliàs* WITTENHAM in our diocese, it hath been by his own suggestion set forth unto us that the said Church of ROWLEY *aliàs* WITTENHAM which was wont to be governed and ordered by secular Chaplains,¹ successively thereunto admitted, taking and exercising the charge of the said Church and the Parishioners, hath been so impoverished, and the fruits, profits and emoluments thereof have become so poor and scanty, that, for a long time there hath been found no secular chaplain willing to undertake or to occupy the church or be admitted to the Title thereof, and thus the church itself and the charge of the same have long been and now continue to be desolate and neglected, without any one to officiate therein: And the said LORD WALTER HUNGERFORD is also, as we are informed, Patron of the Parish Church of FARLEY HUNGERFORD in the diocese of Bath and Wells, which Church is very near the aforesaid Church of ROWLEY *aliàs* WITTENHAM, the distance from the same not exceeding one half mile, so that Divine Service and the Offices of religion may be performed at the said Church of ROWLEY *aliàs* WITTENHAM by the Rector of the said Church of FARLEY HUNGERFORD and the said Parishioners of ROWLEY *aliàs* WITTENHAM may conveniently go to the aforesaid Church of FARLEY HUNGERFORD to receive the Sacraments and Sacramentals,² and to attend Divine Services: Therefore the aforesaid Lord, seeing the cure of the aforesaid Church of ROWLEY *aliàs* WITTENHAM and the charge thereof so long neglected, and the parishioners deprived of the means of divine worship, from the causes aforesaid, as it is alleged, hath made earnest suit to us, that we weighing these circumstances would give our consent and authority to carry into effect by force of law the

¹ That is, Priests who lived “in seculo,” in society among the people, like parish clergymen: as distinguished from “Regulars” who lived within the walls of their monasteries “ad regulas,” according to the “Rules” of their house.

² “Sacramentals.”—The word is used by Beza (quoted in Hooker’s Eecl. Polity., Lib. iv., 1, 4. Edit. Keble,) to denote “any ceremony importing signification of spiritual things.” It is also used by H. Wharton on Burnet’s Hist. of Reformation: “Sacraments, Sacramentals, Dirigies.” Burn, Eecl. Law, 1, 67, calls *burials* and *tithes*, Sacramentals.

Union and Consolidation of the said church of ROWLEY *aliàs* WITTENHAM with the said Church of FARLEY HUNGERFORD, so that the Offices of Religion may be fitly provided, according to certain regulations hereafter for ever, for the Parishioners of the said church of ROWLEY *aliàs* WITTENHAM, by the Rector for the time being of the said church of FARLEY HUNGERFORD or some other chaplain in his stead.

“Upon all and each of these considerations, and after solemn inquisition made by trustworthy and discreet men set to procure the best information upon this matter, the Parishioners of the said Church of ROWLEY *aliàs* WITTENHAM, with others herein concerned, having also been called together, by our authority and mandate, and the truth of the matters now stated, having been satisfactorily established before us by proofs and documents, and all and singular the premises above set forth to us by the aforesaid LORD WALTER having been found to be in all respects true; and the express consent of all parties therein interested having been specially required and duly communicated to us;

“WE do therefore by these presents convey unto you Reverend Father, our authority to act for us in the said Union and Annexation in form of law, requiring observance of the conditions following: That is to say:

“The Parishioners of ROWLEY *aliàs* WITTENHAM shall not be bound to repair the Nave of the aforesaid Church of FARLEY HUNGERFORD but only to repair and maintain the Nave of the Church of ROWLEY *aliàs* WITTENHAM aforesaid.

“Furthermore, the Rector of the said Church of FARLEY HUNGERFORD for the time being shall say or cause to be said in the said Church of ROWLEY *aliàs* WITTENHAM every year hereafter for ever, One Mass on the feast of St. Nicholas (December 6) to whose honour the said Church is dedicated: And another Mass on the Feast of the Nativity of the Blessed Virgin Mary (September 8). And that the Rector of the Church of FARLEY HUNGERFORD and his successors shall each successively repair, and maintain at his own proper cost and expense the Chancel of the said Church of ROWLEY *aliàs* WITTENHAM. Reserving moreover for the indemnification of ourselves

and of our successors in our Church of Sarum, and of the Archdeacon of Sarum for the time being, in lieu of fees upon Institutions and Inductions to the said Church of ROWLEY *aliàs* WITTENHAM, the following payments, viz., viii pence to ourselves and our Successors Bishops of Sarum, viii pence to the Dean and Chapter of Sarum, and also viii pence to the Archdeacon of Sarum, for the time being, to be well and truly paid every year after the Union aforesaid upon the Feast of the Annunciation of the Blessed Virgin Mary (25 March), by the Rector of the said Church of FARLEY HUNGERFORD and his successors for ever in the same. Saving always in all things our Episcopal rights and those of our Archdeacon in the rents profits and charges from the said Church of ROWLEY *aliàs* WITTENHAM due and accustomed from ancient times; saving also the dignity and diocesan privilege of our Church of Sarum as well as the bounds and precincts of our Diocese from all violation whatever.

“And we pray you that on the completion of this act, ye will vouchsafe to communicate to us, whatsoever ye shall have done therein by your Letters Patent ensealed with your seal, embodying within them, the contents of these presents.

“Given under our Seal for Temporalities¹ at our Manor of REMMESBURY² 22nd September A.D. 1428, in the first year of our consecration.

“Provided further that the Books, Vestments, and other ornaments of the said Church of ROWLEY *aliàs* WITTENHAM shall remain in the said Church, to be preserved without any alienation whatsoever.

“AND WHEREAS upon the receipt of these Letters from our Reverend Brother ROBERT, BISHOP OF SARUM, it hath been set forth and declared to us upon the part of the aforesaid Noble Lord WALTER HUNGERFORD LORD OF HEYTESBURY AND HOMET, Patron of both

¹ “*Sigillum ad causas*:” meaning the particular seal used by Ecclesiastics in office, Chapters, &c., in executing deeds relating to matters of worldly business. This custom existed in the previous century, the 14th. “*Pour le temporel*” is the explanation given in the preface to “*Collection de Sceaux*.” Paris, 1863.

² Ramsbury, in the North-east of Wiltshire: from A.D. 909 to A.D. 1075 the seat of a distinct Bishoprick: after that, and at the time of the date of this document, one of the residences of the Bishop of Sarum.

the aforesaid Churches of FARLEY HUNGERFORD and ROWLEY *aliàs* WITTENHAM, that all and singular the declarations made in the said Letters are true, and it hath been further made known to us on the part of the said Lord, that the Parish Church of FARLEY HUNGERFORD being in his patronage, is moderately endowed, and that the profits and emoluments thereof have also so greatly decreased that he who is or shall be Rector of the Church of FARLEY HUNGERFORD shall hardly be able out of the revenues thereof duly to meet and sustain the burdens incumbent on him as Rector; AND whereas the said Noble Lord hath in consequence thereof earnestly besought us that we would deign to take into our consideration all the particulars set forth in the Letters aforesaid, And, that for the relief as well of the Rector of the Church of FARLEY HUNGERFORD and all his successors, as of the Church itself, and in order to lighten the burdens aforesaid, WE would consent to unite the said Church of ROWLEY *aliàs* WITTENHAM its rights and appurtenances, with the said Church of FARLEY HUNGERFORD to the proper use of every Rector of the Church of FARLEY HUNGERFORD, and furthermore that we would do and ordain in due form what shall be required on this behalf, by our own authority and that of our Reverend Brother ROBERT LORD BISHOP OF SARUM as conveyed to us by our Reverend Brother in the Letters aforesaid. AND whereas in the meantime by the joint authority of our Reverend Brother and ourselves lawful enquiry hath been made into the circumstances, and by inspection of muniments, deeds, and other evidences produced in this behalf by the Noble Lord, it doth appear that as concerning our present purpose they are thoroughly sustained by truth, WE therefore JOHN BISHOP OF BATH AND WELLS lawfully proceeding upon the petition of the said Noble Lord in the matter of this union, IN THE NAME OF CHRIST to which we now appeal, by the authority and with the license and consent of our Reverend Brother ROBERT BISHOP OF SARUM and with the goodwill and consent of all herein concerned (grave and careful discussion having been first holden with the same) have declared and by these presents do declare that for the union of the said church of ROWLEY *aliàs* WITTENHAM to the Church of FARLEY HUNGERFORD we do find in the premises full, true, sufficient profitable meet and lawful cause.

“MOREOVER for the benefit of both the Parish Churches aforesaid and of the Parishioners of the Church of ROWLEY *aliàs* WITTENHAM and to the end that they may not any longer be deprived of Divine offices or of the Sacraments and Sacramentals of the Church, nor be left any longer destitute of spiritual advantages, With the consent of our Rev^d. Brother, ROBERT, BISHOP OF SARUM Diocesan of the said Church of ROWLEY *aliàs* WITTENHAM and of all others herein concerned, after due and proper notice first given, and faithfully adhering to the requirements made in this behalf by the laws, BY our authority as Ordinary, as well as by license of our Rev^d. Brother ROBERT, BISHOP OF SARUM Diocesan of the said Church, herein conveyed to us,

“WE do canonically unite incorporate and annex the Parish Church of ROWLEY *aliàs* WITTENHAM with all its rights and appurtenances to the Parish Church of FARLEY HUNGERFORD and do grant it to the proper use of every Rector of FARLEY HUNGERFORD and of the Church itself, to be held by them for ever.

“Furthermore that it shall be lawful for every Rector for the time being of the said Church of FARLEY HUNGERFORD by himself or by his lawful representative upon authority of these presents to enter into the said Parish Church of ROWLEY *aliàs* WITTENHAM and into the actual possession of the same, and to take and obtain possession thereof, and having taken, to keep and hold; and to receive all profits, rents, revenues, rights, tithes, oblations and obventions whatsoever due or belonging to the said Church of ROWLEY *aliàs* WITTENHAM and the same to apply to the use and advantage of the said Rector, for the time being, of the Parish Church of FARLEY HUNGERFORD for his own relief and for the support of the burdens aforesaid.

“MOREOVER, that it shall be lawful for the Rector for the time being of the said Church of FARLEY HUNGERFORD to receive and to admit all parishioners of the said Church of ROWLEY *aliàs* WITTENHAM both that now are and hereafter for ever shall be, to attend Divine Service and to take and receive the Sacraments and Sacramentals of the church from the Rector of the said Church of FARLEY HUNGERFORD or his deputy: And for ourselves and our Rev^d. Brother ROBERT, BISHOP OF SARUM we do give and grant our leave and license to the said Parishioners of ROWLEY *aliàs* WITTENHAM to

frequent the said Church of FARLEY HUNGERFORD for attendance on Divine Service and for receiving the Sacraments and Sacramentals of the Church, without seeking leave or license from any other for the same.

“APPOINTING and ordaining, and thus we appoint, ordain and decree; That by virtue of the said Incorporation and Annexation, so long as they hold good and endure and by force and under protection thereof, the said Rector for the time being of FARLEY HUNGERFORD shall duly attend to the Cure of the Parishioners of ROWLEY *aliàs* WITTENHAM, and shall hold the said Cure fully and effectually, and that all Parishioners whatsoever of the said Church of ROWLEY *aliàs* WITTENHAM shall obey and wait upon every Rector for the time being or his Curate and shall acknowledge him as their own Rector or Curate and shall pay or cause to be paid to him every year for ever, and to his deputies, all tithes, oblations and other spiritual revenues whatsoever and whensoever issuing through and from them and their goods, belonging or rightly owing unto the Church of ROWLEY *aliàs* WITTENHAM and shall duly satisfy him for the same.

“As to the repairs, improvement and restoration of the Nave of the said Church of ROWLEY *aliàs* WITTENHAM and the Fence of the Church-yard of the said Church, and as to the provision and maintenance of the ornaments of the said Church of ROWLEY *aliàs* WITTENHAM by right or custom, or agreeably to Provincial or Synodal Constitutions which charges have hitherto pertained or been used to pertain to the Parishioners of ROWLEY *aliàs* WITTENHAM, these we pronounce to belong unto the Parishioners of the Church of ROWLEY *aliàs* WITTENHAM for ever.

“But our will is that they, the said Parishioners, shall in no wise be compelled to contribute to the repairs, improvements or renovation of the Nave of the Church of FARLEY HUNGERFORD or of the Fence of the Church-yard of the said Church, or to the provision or repairs of Books or any ornaments of the said Church.

“ALSO as to the repairs and renovation of the Chancel of the Church of ROWLEY *aliàs* WITTENHAM, so long as the union shall endure these we ordain to belong to the Rector of FARLEY HUNGERFORD.

“WE also will and ordain by our Authority as Ordinary as well

as by the authority conveyed to us by our Rev^d. Brother ROBERT, BP. OF SARUM: that every Rector of the said Church of FARLEY shall say or cause to be said every year, MASSES and other Holy Services in the said Church of ROWLEY *aliàs* WITTENHAM upon the FEAST OF ST. NICHOLAS (6 Dec.) in honour of whom the said Church is built and consecrated, and upon the day of the Nativity (Nov. 8) of the BLESSED VIRGIN MARY, and upon the day of the DEDICATION of the said church.

“AND forasmuch as in all likelihood there will be from this time forth no vacancies in the said Church of ROWLEY *aliàs* WITTENHAM, in consequence of which, unless compensation be made, detriment would arise to our Rev^d. Brother ROBERT, BISHOP OF SARUM and to the Archdeacon of the Archdeaconry of Sarum within whose circuit the Church of ROWLEY *aliàs* WITTENHAM is situate,

“WE therefore JOHN, BISHOP OF BATH AND WELLS, by authority aforesaid, do ordain that in order to make good the rights of the Bishop of Sarum, the Dean and Chapter of Sarum and the Archdeacon of Sarum, proper indemnification be made unto the same. And our will is that the annual pensions before mentioned. to wit: viii pence to the Bishop of Sarum for the time being, viii pence to the Dean and Chapter, and viii pence to the Archdeacon of Sarum, shall be well and truly paid upon the Feast of the Annunciation of the Blessed Virgin Mary or within eight days following by the Rector of FARLEY HUNGERFORD, or his deputy in his name, every year for ever.

“ALBEIT, by these our ordinances we intend no prejudice in any sort to the dignity of the Bishop of Sarum or the rules of his Diocese, nor to meddle with the jurisdiction, bounds and precincts, either of the Bishoprick or Archdeaconry of Sarum; but we will that they shall continue in their force, vigour and effect, as they have hitherto been, according to the full meaning of the law without any violation whatsoever by reason of the premises.

“FURTHERMORE, we will and ordain that the Books, Vestments, and other Furniture of the Church of ROWLEY *aliàs* WITTENHAM now or at any time thereunto belonging shall remain within the Parish of the said Church itself without any alienation whatsoever in

any wise to be made ; and we will that they may be kept in safety, so long as they shall last, by one of the Parishioners of the said village of ROWLEY *aliàs* WITTENHAM residing therein to be chosen and deputed by the common consent of the Parishioners themselves.

“AND whereas the emoluments of the aforesaid Church of FARLEY HUNGERFORD being augmented by the union aforesaid, the charges afore and hereinafter mentioned can be more easily and without weariness endured, We appoint, and with the consent of [JOHN GLOUCESTRE] now Rector of FARLEY HUNGERFORD, do ordain that the said [JOHN GLOUCESTRE] Rector of the said church of FARLEY HUNGERFORD and his successors for ever shall upon the ground of this annexation support and discharge the burdens hereinafter mentioned every year for ever, viz. :

“That upon the 2d day of December, [JOHN GLOUCESTRE] now Rector of the Church of FARLEY HUNGERFORD and every succeeding Rector for the time being, having there gathered unto him SEVEN CHAPLAINS specially sent for and invited for this purpose, shall solemnly chant and celebrate or cause to be chanted and celebrated, devoutly and with effect, in the said Church of FARLEY HUNGERFORD **A Service for the Dead**, viz. : a **Placebo** and a **Dirige**. And upon the 3rd day of the month of December, **A Solemn Mass** and **Seven other Masses** by the SEVEN CHAPLAINS aforesaid, so far as can by any means be done every year for ever : ‘**For the Souls of good memory of Sir Thomas Hungerford Knight, and of Johanna late his wife the deceased Parents of the aforesaid Walter Hungerford : And for the welfare of the Lord Walter himself and of Katharine his wife and of their Sons and Daughters so long as they shall live. And for the souls of the same Lord Walter and Katharine and of their sons and Daughters after they have departed this life, and for the Souls of all the faithful deceased.**’ And upon the said 3rd day of December every year for ever the Rector and his successors shall treat the SEVEN CHAPLAINS there present and officiating to a fair entertainment of Meat and Drink. And, after dinner, upon the same day, to wit, the 3rd of December, they shall pay unto each of the said

SEVEN CHAPLAINS Four Pence apiece for the service aforesaid. And the Rector and his successors shall cause to attend at the said **Masses**, every 3rd of Decr., **Thirteen Poor Folk**, to pray God for the Souls aforesaid, to each of whom when the said **Masses** are ended, shall be well and truly paid and delivered One penny in the name of the said souls.

“AND the said [JOHN GLOUCESTRE] now Rector of the Church of FARLEY HUNGERFORD and his successors shall provide Two fair wax Tapers, each of them weighing of wax one pound, to burn continually during the whole time of the Chaunting of the **Servíce for the Dead** and the **Masses**, every year for ever.

“AND we will and ordain that the Rector for the time being shall be bound to provide in manner aforesaid and to be accountable for the charges of the Funeral Service, masses, entertainments, alms and wax tapers, under penalty of xx shillings to be applied to the building of our Cathedral Church of Wells, and on pain of being suspended from receiving the emoluments of the two churches aforesaid. And this penalty we hereby decree to be put in force against any Rector at once, and as often as he shall fail in this matter.

“FURTHERMORE we do also appoint that before the present Rector shall enter upon the possession of the Church of ROWLEY *alias* WITTENHAM he shall be put to his corporal oath upon the Holy Gospels of God faithfully to observe the premises so far as they concern him, so long as he shall continue to be Rector of the Church of FARLEY HUNGERFORD, whilst this union and annexation shall endure. And in like manner let every Rector him succeeding in the same, at his Induction to the Church of FARLEY HUNGERFORD be bound by the like Oath conformably with this our Ordinance.

“RESERVING always, to ourselves and to our successors, Bishops of Bath and Wells, the right to alter these statutes, to take from or add to them, or otherwise adjust them, for the benefit of the Churches aforesaid.

“AND to this end that no one may hereafter call in question the original Letters (hereinbefore set forth) addressed to us by our Reverend Brother ROBERT, BISHOP of SARUM, the whole tenor whereof is in these presents contained; and that no damage may

accrue to the Rector of the Church of FARLEY HUNGERFORD and his successors through non-exhibition of the same; seeing that the said original Letters of our Rev^d. Brother ROBERT, BISHOP OF SARUM cannot always be produced,

“WE, JOHN, BISHOP OF BATH AND WELLS, upon the request of the LORD WALTER HUNGERFORD, Patron of both the Churches, and of the aforesaid [JOHN GLOUCESTRE,] Rector of the Church of FARLEY HUNGERFORD, have specially commanded the exact purport of the Letters aforesaid to be largely truly and wholly within these presents embodied and inscribed, in order that the same implicit reliance may be for ever thereon placed as on the original Letters themselves.

“IN WITNESS and assurance of which things all and singular, we have to these presents caused our seal to be attached.

“Given at our PLACE¹ in LONDON the xxivth day of November, 1428, and in the fourth year of our Consecration.”

DEEDS relating to Rowley *aliàs* Wittenham, in the “Hungerford Chartulary;” translated from the Latin and abridged.

“THE LANDS AND TENEMENTS FORMERLY HAMUNDE’S.

1. Roger de Sancto Laudo [St. Lo] grants to Walter Brutun a virgate of land in “Rueleia,” held by Johes. Clericus: and a messuage, in y^e occupation of “Petrus Pistor” on the E. side of a meadow belonging to the virgate, with half an acre on the South side, next to the arable called “*Worthehes*,” with another half acre lying in the East field near the *Noreshall*. Paying annually a pound of pepper, and on condition that the said Walter answers for those lands to the King for the 40th part of a Knight’s fee. Furthermore the said Roger grants that Walter shall have pannage for six swine in his [Roger’s] woods yearly, and six loads of fuel from his woods, the week before Christmas. Warranty given against all men and women. Witnesses, Rob^t. de Muegros, Rob^t. de Bekeford, Robert Clerk, William Blundell, Roger, son of Ralph, Alexander de Montford, Hamon Ursel, and many others. [No date.]

2. John Bruton grants the aforesaid messuage and virgate, (formerly held by his Father Walter B), to his daughter Catherine and her heirs; Yielding for the same, a pound of pepper at Michaelmas to the Lord of the Fee, and to him the said John a Rose at Midsummer. Witnesses John de St Lo, Lord John Lovel, Junior, Kt: Henry de la Cleye,* Gervase de Suddebur’, Richard de Bath, Sir Richard Vicar of the Monistr’ for the time being, Gilbert de Hestoker and others. [No date.]

¹ “Place,”—the proper word for a Bishop’s residence in or near London. Burn’s Eccl. Law., vol. 1., p. 218.

* Perhaps Clay Farm, still in the parish of Bradford.

3. I John le Bruton of Hynton grant to Roger de Sokerwyke with Katherine my daughter in free marriage, all that Manse, land and tenement &c., in the village of Rowlegh, in tail. The said Roger and Katherine to pay a Rose at Midsummer. Witnesses, John de St. Lo, Roger de Clifton Ad(am) de Button, Kts., William de Greenvyll, Robert *Marumz*(?) Roger de Sokerwyke, Henry de la Cleye, and others. (*No date.*)

4. The Lord Roger of Clifton Kt., confirms to Roger Hamund of Schockerwyke and Catharine his wife the grant of the Virgate in Rowlegh made by Roger de St. Lo to Walter Bruton; on condition that they answer for the 40th part of a Kt's fee whenever the King's service runs. He furthermore confirms the gifts, of pannage in his Wittenham wood for six swine and of the fuel at Xtnas, without hindrance. For which confirmation the said Roger and Catherine pay half a mark of silver. Witnesses John de Holte, John de Comerwell Kts., Matthew de Cotele, William de Hall de Bradeforde, John de Ashlee, Stephen de la Slade, David de Avenclive, Thomas de Ford, then Bailiff of Bradford, and others.

5. Roger Hamund of Schockerwyke and Catharine his wife, jointly grant to Thomas their lawful son, the land and tenements in Rowlegh aforesaid. To yield annually the Rent of the Rose aforesaid; and to pay for this grant two Pairs of Gloves (*duo paria cyrothecarum*). Witnesses, John de Button, John de Holte, John de Comerwell Kts., John de Hanvyll. Will. 'de Aulâ de Bradeford.' John Basset, Roger de Berleye, David Lovel, &c. Dat. at Schockerwyke the day before the Feast of St Aldhelm. 30. Edw. I. (1302).

6. Thomas Hamund son of Roger of Shockerwicke, grants the aforesaid virgate and manse &c., to Robert Bavent of Ferneborwe, in consideration of 20 marks of silver received. Witnesses. John de Holte, Jno. de Comerwell Kts. Wm. Hall of Bradeford, John de Yford, John George, John de Portâ de Bradford, and others. Dated at Rowlegh, Monday before the Feast of St. Luke the Evangelist. 32 Edw. I. (Oct. 1304.)

7. Roger son of Roger Hamund quit claims to Thomas his brother the said virgate and Manse, wh. the said Thomas held by gift from his Father Roger H. and Catherine his wife. Same witnesses. Dated at Schockerwicke, day before Feast of St. Barnabas the Apostle. 33 Edw. I. (June 1305.)

8. Robert Bavent of Ferneborwe quit claims to Thomas son of Roger Hamund the virgate and manse which he Robert held by grant from said Thomas. Witnesses. Willm. Hall of Bradeford, John Basset of Bradeford, John de Portâ of the same, John de Asshelegh, John de Yford, Cleric, and many others. Dat. at Bradeforde. Sunday after the Feast of the Purification of the Virgin Mary. A°. R. R. Edw. fil. Reg. Hen. 33^{to}. (Feb. 1305.)

ROWLEYGH.

(Manor and Advowson.)

9. Know all men, that I William Souehe, knight, Lord of Tottenays and of Haryngworth am bound to Walter Hungerford, Knight, Lord of Heytesbury and of Homet in 250 marks sterling for merchandises bought of him in the staple at Westminster. To be paid to the said Walter or his attorney exhibiting this writing, his heirs or executors, at the Feast of the Annunciation of the B.V. Mary next after the date of these presents. If I fail to do this, I agree that the penalty named in the statute of the staple aforesaid for recovery of debts

of this kind, shall be in force against me, my heirs and executors. Dated at the said Staple, 12 Feb., 5. Henry VI. (A.D. 1427.)

THIS indenture made 12th Feb., 5 Henry VI., between William Souche, K^t. of the one part and Walter Hungerford, K^t. of the other part Witnesseth that although William [Souche] aforesaid is bound, as above written: Nevertheless the aforesaid Walter [Hungerford] grants by these presents that if William aforesaid and Alice his wife, within half a year following the day on which the said Alice shall reach the full age of 21 years, shall by a Fine to be levied in the King's Court acknowledge the manor of Rowleygh Co. Wilts, and the Advowson of the Church to belong to the said Walter; or if, the said Alice dying before such Fine be levied, the said William or his heirs shall duly pay to Walter the 250 marks; Then the bond to be of none effect: otherwise to remain in full force. In witness whereof, &c. Dated as above.

10. William Souche, Lord of Haryngworth conveys to Walter L^d. Hungerford, John Typtoft Lord Powys, Robert Hungerford Kt., Simon Sydenham, Dean of Sarum, John Juyn Kt., John Stourton J^r., W^m. Darell, Rich^d. Mulborne, W^m. Wolstone, Rob. Longe, and John Carter, Clerk, and to the heirs of Walter, All his manor of Rowlegh with the advowson of y^e church of Rowleygh. 12 Feb., 6 Hen. VI. (1428.)

11. W^m. Souche, Lord Haryngworth appoints John Twynyho and Roger Trewbody attornies to deliver possession. 12 Feb, 1428.

12. John Typtoft, Robert Hungerford, &c., quit claim to Walter Hungerford, W^m. Darrell, Robert Longe and their heirs, all rights which they ever had conjointly with y^e said Walter, Darell, and Longe, in Rowlegh *aliàs* Witnam. Witnesses to this deed. John, [Kemp] by divine permission Archbishop of York, Chancellor of England:—William, [Alnewick] Bishop of Norwich, Keeper of the Privy Seal of our Lord the King: William Lord Botreaux, Humphrey Stafford, K^t., Edmund Cheyne, John Fortescu, Rich^d. Bamfeld and others. Dated at Rowleygh *aliàs* Witnam, on the Feast of the Nativity of John the Baptist, 7 Hen. VI. (1429.)

Enrolled on the back of the Close Roll of Chancery the month and year within written.

13. Final concord, at Westminster, a fortnight after St. Martin's Day, 8 Hen. VI., before W^m. Babyngton, John Martyn, John Juyn, James Strangeways and John Cottesmore Justices, and others, betⁿ. Walter Hungerford Kt., W^m. Darell, Rob^t. Longe, and John Twynyho Quer', And W^m. Souche, Kt., and Alice his wife, Deforc^{ts} for y^e Manor of Rowlegh. For the Recognition, &c., Hungerford paid Souche 200 marks of Silver.

14. Walter Hungerford quit claims to Darell and Longe. Witnesses, W^m. L^d. Botreaux, Humphrey Stafford, Stephen Popham, Ed^w. Cheyne K^{ts}. John Pawlet, John Beynton, John Fortescu, Rich. Bamfeld. Dated at Rowlegh *aliàs* Witnam, Christmas Eve, ["in vigilia Natalis Dⁿⁱ."] 8 Hen. VI. (1430.) [Enrolled, &c., as above.]

15. William Darell, Rob. Longe and John Twynyho have conveyed to Walter Hungerford, Lord Heytesbury and Homet, Sir Philip Courtenay K^t., John Baynton, John Pawlet de Nony [Nunney] Thomas Brown, and John Fortescu, the Manor of Rowlegh: for term of the life of the said Walter: after his death to the Heirs male of his body: Remainder to the Heirs of His body:

Rem^r. to the right heirs of the said Walter. Witnesses, the same as the last, with the addition of Walter Paunsfot, and Rich^d. Milburne. Dated at Rowlegh *alias* Witnam, Sunday before the feast of St. Hillary, 8 Hen. VI. (1430.) [Enrolled, &c., as before.]

16. Darell, Longe and Twynyho appoint attorneys, Walter Serjant and W^m. Burgh, to deliver to Walter Hungerford, Courtenay, Baynton, &c., possession of the Manor of Rowley, to have and to hold &c., as in y^e last deed. Dated as above.

17. Walter Hungerford, K^t, L^d. Haytesbury &c., appoints his attorneys Thomas Ferroure, Clerk,* and Thomas Bedit, to receive from Darell, Longe and Twynyho possession of the Manor of Rowlegh *alias* Wittenham: also to receive from Thomas, Prior of the Church of St. Swythnay Winton, and the Convent there, full and peaceable possession of and in Two acres and one rood of land in 'Rowley Felde' near Yvorde. And also from Thomas, Prior of the Carthusian House of God at Hinton, and from the convent there, possession of Two acres and a half of land lying in the field called Rowlegh Felde near Yvorde, by virtue of two deeds to that effect. Dat. the Feast of Ascension, 8 Hen. VI. (1430.)

18. John de Saint Maur, Esq., Son and Heir of John de St. Maur late Esquire, quit claims to Walter Hungerford Lord Haytesbury all his right in the Manor of Wytnam otherwise called the Manor of Rowlegh. Witnesses, John Stourton, John Baynton, K^{ts}., John Pawlet, Robert Longe, Rich^d. Milborn, John Fortescu and others. Feb. 4., 13 Hen. VI. (1435.)

19. Bond. John St. Maur Esq. in 100 pounds sterling to Walter Hungerford, K^t., to be paid at the Feast of St. Gregory, Pope, next ensuing. Dated 4 Feb. 1435.

The condition: That if Walter Sandes, K^t., and Margery his wife (mother of John St. Maur aforesaid) before the Feast of Holy Trinity next ensuing shall at the cost of W. Hungerford, by Fine levied, release and quit claim to him all their right in the Manor of Witnam *alias* Rowley and warrant the same against all the world, then the bond to be of none effect. Provided always, the Bond to be delivered up to said John St. Maur, to be cancelled.

20. Final concord at West^m. one month after Easter, 13 Hen. VI., before W^m. Babyngton, John Martyn, John Juyn, James Strangeways, John Cottesmore and W^m. Paston, Justic^e, betⁿ. Walter Hungerford, Courtenay, &c. Quer^r, and Walter Sandes and Margaret his wife for the Manor of Witnam, and advowson of the church of Witnam. For which, Walter Hungerford gave to Walter Sandes and Margaret 300 marks of silver."

J. E. JACKSON.

* He was then Rector of Farley Hungerford.